

**NOTICE FOR PROFESSIONAL SERVICES  
RFQ NO. # 1-2010**

The Canyon Regional Water Authority intends to purchase professional services regarding Energy Savings Performance Contracting under Texas Government Code Sec. 2166.406 and invites you to submit a sealed Statement of Qualifications for:

**Request for Qualifications For  
Energy Savings Performance Contracting**

Sealed proposals will be received by the Canyon Regional Water Authority on or before **2:00 PM on February 23<sup>rd</sup>, 2010 at:**

Canyon Regional Water Authority  
850 Lakeside Pass  
New Braunfels, Texas 78130

Statements of Qualification will be publicly opened and the name of each responding firm will be read aloud on at **2:00 PM** at the Canyon Regional Water Authority office located at the address above.

A copy of the procurement documents may be obtained by calling 830-609-0543 or website at <http://www.crwa.com>. All questions should be submitted in writing and e-mailed to the [crwa@crwa.com](mailto:crwa@crwa.com) no later than February 19<sup>th</sup>, 2010.

It is the respondent's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the RFQ documents prior to submitting statements of qualification. Any revisions or clarifications to be incorporated into this document will be confirmed in writing prior to the due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated.

Firms should take caution if U.S. mail or mail delivery services are used for the submission of statements of qualification. Mailing should be made in sufficient time to arrive at the Canyon Regional Water Authority prior to the time and date specified above.

**The Canyon Regional Water Authority reserves the right to reject any or all proposals, or accept any combination of statements of qualification deemed advantageous to it.**

Texas Government Code

Sec. 2166.406. ENERGY SAVINGS PERFORMANCE CONTRACTS.

(a) In this section, "energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of governmental facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period. The term includes a contract for the installation of:

- (1) insulation of a building structure and systems within the building;
- (2) storm windows or doors, caulking or weather stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
- (3) automatic energy control systems, including computer software and technical data licenses;
- (4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
  - (A) landscape contouring, including the use of berms, swales, and terraces; and
  - (B) the use of soil amendments that increase the water-holding capacity of the soil, including compost;

(11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

(12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

(13) equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or graywater, for non-potable uses;

(14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or

(15) other energy or water conservation-related improvements or equipment including improvements or equipment related to renewable energy or non-conventional water sources or water reuse.

(b) Notwithstanding any other provision of this chapter, a state agency, without the consent of the commission, may enter into an energy savings performance contract in accordance with this section.

(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control to be returned to the potable water supply.

(d) A state agency may enter into energy savings performance contracts only with a person who is experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

(e) Before entering into an energy savings performance contract, a state agency shall require the provider of the energy or water conservation measures to file with the agency a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253. The agency may also require a separate bond to cover the value of the guaranteed savings on the contract.

(f) The state agency may enter into an energy savings performance contract for a period of more than one year only if the state agency finds that the amount the state agency would spend on the energy or water conservation measures will not exceed the amount to be saved in energy, water, wastewater, and operating costs over 20 years from the date of installation.

(g) An energy savings performance contract with respect to existing buildings or facilities may be financed:

(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing, including a lease/purchase contract under the master equipment lease purchase program administered by the Texas Public Finance Authority under Chapter 1232;

(2) with the proceeds of bonds; or

(3) under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(h) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the state agency under the contract. If the term of the contract exceeds one year, the agency's contractual obligation, including costs of design, engineering, installation, and anticipated debt service, in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures, as determined by the state agency in this subsection, divided by the number of years in the contract term.

(i) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section 2254.004. Notice of the request for qualifications shall be given in the manner provided by Section 2156.002. The State Energy Conservation Office shall establish guidelines and an approval process for awarding energy savings performance contracts. The guidelines adopted under this subsection must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. An energy savings performance contract may not be entered into unless the contract has been approved by the State Energy Conservation Office. Sections 1001.053 and 1001.407, Occupations Code, apply to work performed under the contract.

(j) The legislature shall base an agency's appropriation for energy, water, and wastewater costs during a fiscal year on the sum of:

- (1) the agency's estimated energy, water, and wastewater costs for that fiscal year; and
- (2) if an energy savings performance contract is in effect, the agency's estimated net savings resulting from the contract during the contract term, divided by the number of years in the contract term.

Added by Acts 1997, 75th Leg., ch. 1142, Sec. 3, eff. June 19, 1997. Amended by Acts 1999, 76th Leg., ch. 361, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 573, Sec. 9, 13, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 3, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 58, 121(14), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [527](#), Sec. 3, eff. June 16, 2007.

**REQUEST FOR QUALIFICATIONS FOR ENERGY SAVINGS PERFORMANCE  
CONTRACTING**

**TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
General Requirements for RFQ	7
Purpose and Scope of Services	16
Procurement Process	18
Evaluation Criteria	20
Format for Proposal Information	24

## **GENERAL REQUIREMENTS FOR THIS RFQ**

These instructions are standard for all contracts for commodities or services issued through the CANYON REGIONAL WATER AUTHORITY. General Requirements apply to all advertised RFQs; however, these may be superseded, completely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

### **1. ADDENDA**

When specifications are revised, the CANYON REGIONAL WATER AUTHORITY Purchasing Department will issue an addendum addressing the nature of the change. Respondents must sign and include it in the returned response package.

### **2. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract completely or in part, without the prior written consent of the CANYON REGIONAL WATER AUTHORITY Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations

### **3. AWARD OF CONTRACT**

**3.1.** Per Section §2254.004 of the Texas Government Code, the contract will be awarded to respondent who provides services at the best value for the CANYON REGIONAL WATER AUTHORITY. In determining best value, the CANYON REGIONAL WATER AUTHORITY may consider price, reputation, quality, past relationship with CANYON REGIONAL WATER AUTHORITY, long-term cost and any other relevant factors.

**3.2.** A written award of acceptance (manifested by a CANYON REGIONAL WATER AUTHORITY Resolution or Ordinance) and an appropriation mailed or otherwise furnished to the successful respondent will result in a binding contract without further action by either party.

**3.3.** The CANYON REGIONAL WATER AUTHORITY reserves the right to utilize previous purchases as a basis for evaluation of responses when future usages are unable to be determined.

**3.4.** The CANYON REGIONAL WATER AUTHORITY reserves the right to waive any formality or irregularity, to make awards to more than one respondent, or to reject any

or all responses. In the event the lowest dollar respondent meeting specifications is not awarded a contract, the respondent may appear before the CANYON REGIONAL WATER AUTHORITY GOVERNING BODY, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

#### **4. RFQ DOCUMENTS AND EVALUATIONS**

The CANYON REGIONAL WATER AUTHORITY will not release copies of responses or evaluations until after the contract has been awarded and passed on second and final reading by the CANYON REGIONAL WATER AUTHORITY GOVERNING BODY. In accordance with Texas Government Code, Chapter 552.104, EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or respondent. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

#### **5. CONTRACT OBLIGATION**

The CANYON REGIONAL WATER AUTHORITY GOVERNING BODY must award the contract and the authorized official or other person authorized by that official must sign the contract before it becomes binding on the CANYON REGIONAL WATER AUTHORITY or the respondents. Department heads are NOT authorized to sign agreements for the CANYON REGIONAL WATER AUTHORITY. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

#### **6. DISQUALIFICATION OF RESPONDENT**

Upon signing this document, a respondent offering to sell supplies, materials, services, or equipment to the CANYON REGIONAL WATER AUTHORITY certifies that the respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the CANYON REGIONAL WATER AUTHORITY believes that collusion exists among the respondents. If multiple responses are submitted by a respondent and after the responses are opened, one of the responses is withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple responses for different products or services.

#### **7. EVALUATION**

Evaluation shall be based on all factors that have a bearing on performance of the services to be provided. All proposals are subject to tabulation by the CANYON REGIONAL WATER AUTHORITY Purchasing Department and recommendation to the governing body. Compliance with all requirements, delivery and needs of the using department are considerations in the evaluation. The CANYON REGIONAL WATER AUTHORITY Purchasing Department reserves the right to contact any respondent, at any time, to clarify, verify or request information with regard to any response.

## **8. GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the CANYON REGIONAL WATER AUTHORITY's interpretation shall govern.

## **9. GOVERNING LAW**

This solicitation is governed by the competitive bidding requirements of the CANYON REGIONAL WATER AUTHORITY and Texas Government Code §2166.406, as amended. Respondents shall comply with all applicable federal, state and local laws and regulations. Respondent is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CANYON REGIONAL WATER AUTHORITY may request and rely on advice, decisions and opinions of the Attorney General of Texas and the CANYON REGIONAL WATER AUTHORITY's Attorney concerning any portion of these requirements.

## **10. HIPAA COMPLIANCE**

Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Respondent uses, discloses or has access to protected health information as defined by HIPAA. Respondent may be required to enter a Business Associate Agreement pursuant to HIPAA.

## **12. INDEMNITY**

**12.1.** Contractor covenants and agrees to fully indemnify and hold harmless, the CANYON REGIONAL WATER AUTHORITY and elected officials, employees, officers, directors, and representatives of the CANYON REGIONAL WATER AUTHORITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions,

demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CANYON REGIONAL WATER AUTHORITY, directly or indirectly arising out of, resulting from, or related to activities under this RFQ, including any acts or omissions of the Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of the Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the CANYON REGIONAL WATER AUTHORITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant and rights, contractual or otherwise, to any other person or entity. The Contractor shall promptly advise the CANYON REGIONAL WATER AUTHORITY in writing of any claim or demand against the CANYON REGIONAL WATER AUTHORITY or Contractor, known to the Contractor, related to or arising out of the Contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at the Contractor's cost. The CANYON REGIONAL WATER AUTHORITY shall have the right, at its option and at its own expense, to participate in such defense without relieving the Contractor of any of its obligations under this paragraph.

**12.2.** It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by the Contractor to indemnify, protect and hold harmless the CANYON REGIONAL WATER AUTHORITY from consequences of the CANYON REGIONAL WATER AUTHORITY's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the CANYON REGIONAL WATER AUTHORITY is a contributory cause of the resultant injury, death or damage, and shall have no application when the negligent act of the CANYON REGIONAL WATER AUTHORITY is the sole cause of the resultant injury, death, or damage. The Contractor further agrees to defend, at its own expense and on behalf of the CANYON REGIONAL WATER AUTHORITY, any claim or litigation brought against the CANYON REGIONAL WATER AUTHORITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

### **13. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed upon by both parties hereto that the CANYON REGIONAL WATER AUTHORITY is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the CANYON REGIONAL WATER AUTHORITY shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract, and that the successful vendor has no authority to respond to the CANYON REGIONAL WATER AUTHORITY.

## **14. INSURANCE**

If required, specific insurance provisions will be included in the specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in the specifications. Failure to provide this document may result in disqualification of the response.

## **15. INTERLOCAL PARTICIPATION**

**15.1.** The CANYON REGIONAL WATER AUTHORITY may, on occasion, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the CANYON REGIONAL WATER AUTHORITY’s purchasing power. At the CANYON REGIONAL WATER AUTHORITY’s sole discretion and option, the CANYON REGIONAL WATER AUTHORITY may inform other Entities that they may acquire services listed in this RFQ. Such acquisition(s) shall be at the prices stated herein, and shall be subject to the respondent’s acceptance. Entities desiring to acquire items listed in this RFQ shall be listed on a rider attached hereto, if known at the time of issuance of the RFQ. CANYON REGIONAL WATER AUTHORITY may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this response. Vendor shall sign and return any subsequently issued riders within ten calendar days of receipt.

**15.2.** In no event shall CANYON REGIONAL WATER AUTHORITY be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, CANYON REGIONAL WATER AUTHORITY shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

**15.3.** Entity purchase orders shall be submitted to Vendor by the Entity.

**15.4.** Vendor authorizes CANYON REGIONAL WATER AUTHORITY’s use of Vendor’s name, trademarks and Vendor provided materials in CANYON REGIONAL WATER AUTHORITY’s presentations and promotions regarding the availability of use of this contract. The CANYON REGIONAL WATER AUTHORITY makes no representation or guarantee as to any minimum amount being purchased by CANYON REGIONAL WATER AUTHORITY or Entities, or whether Entity will purchase utilizing CANYON REGIONAL WATER AUTHORITY’s contract.

**15.5.** CANYON REGIONAL WATER AUTHORITY will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than CANYON REGIONAL WATER AUTHORITY.

## **16. INVOICES AND PAYMENTS**

Respondents shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the respondent for correction. Under term contracts, when multiple deliveries and/or services are required, the respondent may invoice following each delivery and the CANYON REGIONAL WATER AUTHORITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the respondent should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CANYON REGIONAL WATER AUTHORITY Controller's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

## **17. POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a response for services on a CANYON REGIONAL WATER AUTHORITY project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified based on conflict of interest, no matter when the conflict is discovered by CANYON REGIONAL WATER AUTHORITY.

## **18. QUESTIONS**

Questions regarding interpretation of responses, results or awards should be directed to the CANYON REGIONAL WATER AUTHORITY Administrator and referenced by RFQ # X.

## **19. SCANNED OR RE-TYPED RESPONSE**

If in its response, respondent either electronically scans, re-types, or in some way reproduces the CANYON REGIONAL WATER AUTHORITY's published RFQ package, then in the event of any conflict between the terms and provisions of the CANYON REGIONAL WATER AUTHORITY's published specifications, or any portion thereof, and the terms and provisions of the response made by respondent, the CANYON REGIONAL WATER AUTHORITY's specifications as *published* shall govern. Furthermore, if an alteration of any kind to the CANYON REGIONAL WATER AUTHORITY's published specifications is only discovered after the contract is

executed and is or is not being performed; the contract is subject to immediate cancellation.

## **20. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## **21. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made based on this statement.

## **22. SUPPLEMENTAL MATERIALS**

Respondents are responsible for including all pertinent product data in the returned package. Literature, brochures, data sheets, specification information, completed forms requested as part of the package and any other facts, which may affect the evaluation and subsequent contract award, should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include, as a condition of the response, must also be in the returned package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

## **23. TAXES**

The CANYON REGIONAL WATER AUTHORITY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CANYON REGIONAL WATER AUTHORITY claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CANYON REGIONAL WATER AUTHORITY Accounts Payable Department.

## **24. TERM CONTRACTS**

The CANYON REGIONAL WATER AUTHORITY acceptance of Respondent's offer shall be limited to the terms herein unless expressly agreed in writing by the CANYON REGIONAL WATER AUTHORITY. If the contract is intended to cover a specific period, the term will be given in the specifications under SCOPE.

## **25. TERMINATION**

The CANYON REGIONAL WATER AUTHORITY reserves the right to terminate the contract for default if respondent breaches any of the terms therein, including warranties of respondent or if the respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies that the CANYON REGIONAL WATER AUTHORITY may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to perform properly any or all services required to the CANYON REGIONAL WATER AUTHORITY's satisfaction and/or to meet all other obligations and requirements.

## **26. TERMINATION-NOTICE**

Either party may cancel the contract at any time after award. The CANYON REGIONAL WATER AUTHORITY shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the CANYON REGIONAL WATER AUTHORITY written notice sixty days prior to the date of cancellation of the contract. The CANYON REGIONAL WATER AUTHORITY may terminate the contract without cause upon 30 days written notice.

## **27. VARIANCES**

For purposes of evaluation, Respondents must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a respondent will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the CANYON REGIONAL WATER AUTHORITY's terms, conditions and specifications.

By receiving a response, the CANYON REGIONAL WATER AUTHORITY does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the CANYON REGIONAL WATER AUTHORITY. If any response contains material variances that, in the CANYON REGIONAL WATER AUTHORITY's sole opinion, make that response conditional in nature, the CANYON REGIONAL WATER AUTHORITY reserves the right to reject the response or part of the response that is declared, by the CANYON REGIONAL WATER AUTHORITY as conditional.

## **28. WAIVER OF SUBROGATION**

Respondent and respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against CANYON REGIONAL WATER AUTHORITY as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.

## **PURPOSE AND SCOPE OF SERVICES**

### **1. Purpose of Solicitation**

This solicitation is a Request for Qualifications (RFQ). The purpose is to solicit qualifications from Energy Service Companies (ESCOs) that describe their capabilities to identify, design, install, maintain, monitor, and arrange financing of a comprehensive utility conservation program. This program includes the services listed in this request pursuant to the provisions of Texas law. For the purpose of this RFQ, "ESCO" refers to any entity that is qualified to provide a turnkey utility conservation program that includes the services listed in this request and meets the requirements of the Texas Energy Performance Contracting Requirements.

The CANYON REGIONAL WATER AUTHORITY intends to select an ESCO and to award a single or multiple contract(s) to perform cost-effective utility conservation retrofits.

### **2. Services Requested**

The CANYON REGIONAL WATER AUTHORITY proposes to address utility and water consumption in selected facilities for this conservation program. Additionally, CANYON REGIONAL WATER AUTHORITY intends to upgrade outdated and obsolete building equipment and perform facility improvements through the program.

The CANYON REGIONAL WATER AUTHORITY anticipates a major reduction in annual utility consumption and associated operational costs through the implementation of this utility conservation program.

If requested, the ESCO shall arrange financing or assist the CANYON REGIONAL WATER AUTHORITY in procuring the most cost effective funding for the project. The term is not-to-exceed twenty years from the final date of installation. The CANYON REGIONAL WATER AUTHORITY intends to structure the program's implementation schedule in a manner to minimize its financed capital needs.

Respondents to this RFQ shall identify their experience and qualifications to perform analysis, design engineering, preparation of engineering plans and specifications, installation, commissioning, monitoring and verification of savings, and management of a major utility conservation project that has involved utility conservation measures (UCM) which address facility components and applications.

Such components and applications shall include: lighting, space heating, ventilation, air-conditioning, building envelope, heat recovery, energy and water management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems, or other energy and water conservation related

improvements or equipment including improvements or equipment related to renewable energy.

The CANYON REGIONAL WATER AUTHORITY also requires a description of the ESCO's qualifications and experience related to training facility occupants and maintenance workers in energy and water conservation awareness.

### **3. Buildings and Project Description**

a. In the development of this project, the CANYON REGIONAL WATER AUTHORITY will employ an ESCO to evaluate current facilities and energy consumption, and to conduct an audit of existing policies, facilities, and systems. The CANYON REGIONAL WATER AUTHORITY will consider various utility conservation measures to develop a comprehensive project fully tailored to the best interest of the citizens and the most efficient use of tax dollars, debt services, utility rebates, incentives and performance contracting solutions.

b. The CANYON REGIONAL WATER AUTHORITY would like the selected ESCO to perform a detailed analysis of energy efficiency retrofitting projects at the following facilities:

List facility names

Administration Offices

Lake Dunlap Water Treatment Plant

Hays Caldwell Water Treatment Plant

Wagner Booster Station

Loop 1604 Booster Station

## **PROCUREMENT PROCESS**

### **1. Selection of Qualified Provider**

Based on the selection criteria described in this document, the CANYON REGIONAL WATER AUTHORITY will select the most qualified ESCO.

### **2. Negotiate Utility Assessment Contract**

The CANYON REGIONAL WATER AUTHORITY will select one ESCO to provide an Energy Services Proposal.

### **3. Prepare Energy Services Proposal (ESP) for Final Project**

The CANYON REGIONAL WATER AUTHORITY and the selected ESCO will negotiate a contract in which the CANYON REGIONAL WATER AUTHORITY assigns facilities for the ESCO to audit and agrees to pay a negotiated fee for having this work performed. The selected ESCO will agree to perform the ESP (detailed audit) according to the Texas Energy Performance Contracting Guidelines. The ESP must be performed and sealed by a licensed Texas Professional Engineer working for a firm that is registered with the Texas Board of Professional Engineers.

The CANYON REGIONAL WATER AUTHORITY expects the ESCO to perform the ESP on a contingent basis (i.e. not bill for the audit until the ESP is completed and the project is developed) and roll the agreed upon cost of the ESP into the final project cost. The CANYON REGIONAL WATER AUTHORITY reserves the right to pay for the ESP or finance it with the rest of the project. The CANYON REGIONAL WATER AUTHORITY may expect a minimum level of savings to be guaranteed based on preliminary utility audits that the ESCO has performed.

### **4. Submittal of Final Proposal**

The selected ESCO will provide a final proposal (ESP) for the CANYON REGIONAL WATER AUTHORITY's project. The final proposal will include the completed Utility Assessment Report, documentation of potential utility and operational savings, and all associated implementation costs. It must also include the Measurement and Verification Plan and a Sample Periodic Savings Report.

### **5. Review and Recommendation of Final Proposal**

The CANYON REGIONAL WATER AUTHORITY will review the final proposal and will either accept the proposal, accept the proposal with exceptions or modification, or reject the proposal.

## **6. Negotiate Master Performance Contract**

After the final ESP (proposal) is accepted, the selected ESCO and the CANYON REGIONAL WATER AUTHORITY will negotiate a master implementation contract. The Contract will include authority to proceed with final design and installation/construction and detail the payment schedule to the ESCO.

## **7. Contract Approval and Review**

State law requires that the ESP be reviewed by an independent, licensed third party engineer prior to contract execution.

## **8. Perform Project**

Once the Contract is approved and executed, and funding has been secured, the ESCO may proceed with the detailed project engineering design and construction/installation.

## EVALUATION CRITERIA

Qualifications of all business entities that respond to this solicitation will be evaluated using the selection criteria below:

### **Business Qualifications – 25%**

- Business unit dedicated to performance contracting.
- Number of years in business as an ESCO or provider of the services being offered for this program
- Statement of vendor neutrality
- ESPC Annual Revenues
- General project track record
- Services to be provided under this project
- Office location from where this project will be managed
- Proof of current Texas Professional Engineering Registration
- Local presence in area; current customers in area

### **Experience – 25%**

- Experience with implementing similar utility conservation projects on a performance-contracting basis.
- Experience with the full range of responsibilities contemplated for this project (e.g. identification and analysis of UCM, design, installation, operation, financing, savings verification, etc.)
- Performance on prior projects, including data on projecting, achieving monitoring and documenting (measurement and verification) of utility and operational savings in order to ascertain accuracy of projections.
- References from prior projects performed on a performance-contracting basis.

### **Project Management Qualifications – 20%**

- Ability to assign responsibility and coordinate management of the following project phases:
- Energy Services Proposal
- Engineering and design
- Procurement
- Construction
- Commissioning
- Monitoring and verification
- Remote Operations Center

### **Personnel Qualifications – 15%**

Background and professional qualifications of personnel assigned to this project. Provide descriptions of their responsibilities, related experiences, and references. Indicate only staff to be directly involved with the project.

### **Financial Qualifications – 15%**

- Financial viability of the responding ESCO who will provide technical and financial guarantees.
- ESCO will provide audited financial statements including income statement, balance sheets, and statements of changes for the three most recently completed fiscal years. If audited financial statements are not available, provide evidence of the level of third party review of the financial statements.
- Financing capability of the ESCO. The ESCO will provide information that documents sources of proposed financing and specific projects that have used proposed financing sources if requested.

## INSTRUCTIONS TO RESPONDENTS

Please note that responses to this RFQ must be received on or before **2:00 PM** on **DATE** at the address indicated below. One original and five copies of the complete response must be sealed and delivered to:

**CANYON REGIONAL WATER AUTHORITY**  
**850 Lakeside Pass**  
**New Braunfels, TX 78130**  
**Attention: David Davenport**

The envelope or package must show the RFQ number, Title, and be marked "SEALED RESPONSE".

**RFQ # 1-2010**  
**Energy Performance Contracting**  
**SEALED RESPONSE**

**Late responses will not be accepted** and will be returned to Respondents unopened.

- Return address shall be included on the outer envelope
- The submittal of qualification information will be considered by the CANYON REGIONAL WATER AUTHORITY as constituting a willingness by the Respondent to be considered to perform all the activities described in this RFQ
- CANYON REGIONAL WATER AUTHORITY reserves the right to reject any or all responses resulting from this RFQ. Late responses will not be accepted and will be returned to the submitting company unopened.
- CANYON REGIONAL WATER AUTHORITY is not liable for any cost incurred by any person or firm responding to this RFQ.
- CANYON REGIONAL WATER AUTHORITY reserves the right to reject as nonresponsive any responses that do not contain the information requested in this RFQ and in the form outlined in this RFQ. Additionally, CANYON REGIONAL WATER AUTHORITY reserves the right to reject any responses that are not organized and formatted as described in this RFQ.
- Modified qualifications can be submitted to replace all or any portion of previously submitted information. The CANYON REGIONAL WATER AUTHORITY will only consider the latest version as part of its deliberations.

- Qualification information can be withdrawn from consideration prior to the submission deadline by written request, on the potential respondents letterhead, submitted to CANYON REGIONAL WATER AUTHORITY, Attention: Name
- The CANYON REGIONAL WATER AUTHORITY may, at its sole and absolute discretion, reject any or all, or parts of any or all submittals to the RFQ, re-advertise this RFQ, postpone or cancel this RFQ process at any time, or waive any irregularities in this RFQ as it deems to be in the best interest of the CANYON REGIONAL WATER AUTHORITY.
- Please direct all questions regarding this RFQ and the program it represents to:

**CANYON REGIONAL WATER AUTHORITY**  
**850 Lakeside Pass**  
**New Braunfels, TX 78130**  
**Attention: David Davenport**  
**[crwa@crwa.com](mailto:crwa@crwa.com)**  
**830-609-0543**

# PROPOSAL FORMAT

## 1. Table of Contents

Pages of the response shall be numbered and the response shall contain an organized, paginated table of contents corresponding to the section titles of this solicitation.

## 2. Executive Summary

Responding ESCO must provide an Executive Summary summarizing the content of its response. The Executive Summary must be written in no smaller than 11 font and may not exceed two (2) standard 8.5" X 11" pages single spaced with all margins on each page not less than 1 inch.

## 3. Corporate Background

- Describe your firm's organizational structure, including any limited partnerships and how they are applied to this proposed project.
- How many years has your firm been in business under its present name?
- Indicate all other names by which your firm has been known and length of time known by each name.
- Include the address of your firm's website, if applicable.
- Describe your firm's general approach to energy performance contracting.
- List past, present or pending lawsuits, litigation and settlements in which your company is a defendant pertaining to ESPC projects in Texas.
- List any contracts in Texas in the last ten years that were terminated prior to completion due to non-performance.
- List above information related to any previous business names.
- Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.
- Identify if your firm carries Errors and Omission Insurance to protect the CANYON REGIONAL WATER AUTHORITY.

#### **4. Key Project Personnel**

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- Professional resumes for key personnel and their responsibilities for the duration of the Contract.
- Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.
- Clearly identify who will have primary technical responsibility for utility analysis, engineering and design work, contract negotiations, construction management, training, and performance monitoring.
- Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this project.

#### **5. Energy Performance Contracting Experience**

State how many years your firm has been in the energy/water performance contracting business.

Describe the complete range of utility services and capabilities your firm offers: such as engineering, design, auditing, energy and water equipment selection and installation, operation, commissioning, monitoring and verification, etc.

List all services that your firm performs with your own employees.

Describe the process of subcontractor selection.

#### **6. Performance Contracting References**

Discuss your project team's experience with Energy Performance Contracting projects at similar facilities. List references within the past five years indicating experience in conducting comprehensive utility efficiency and guaranteed savings programs of a similar nature to this project. Include the following specific information for each project:

- Date
- Project title and location
- Name, address, and phone number of reference's representative

- Nature of your firm's responsibility
- Scope of work including types of utility conservation measures evaluated and installed with type of equipment used
- Total dollar contract amount and term in years
- Type of contract (guaranteed savings, shared savings, direct cost, etc.)
- Source of project funding
- Projected and actual project start and end dates
- Projected annual utility savings (dollars and kWh or BTUs and kW; kgallons)
- Actual and measured annual utility savings (dollars and kWh, kW, Mcf., etc.; kgallons)

## **7. Project Management Plan**

Include a plan describing how your firm will manage subcontractors. Describe the processes that will be used for the assignment of tasks, project scheduling, and budget control, as well as capability to provide all services required for construction and implementation of retrofit projects on a performance-contracting basis. Provide specific information on management of the following project phases:

- Energy Services Proposal
- Engineering and Design
- Procurement
- Construction/Subcontractor Management
- Submittal drawings, equipment manuals, and warranties
- Commissioning
- Monitoring and Verification
- Remote Operations Center

- Provide a timeline indicating necessary activities with a suggested schedule for implementing the energy services proposal and project development plan through the procurement process.

## **8. Risk Mitigating Strategies**

Describe any risk minimizing strategies intended to protect the CANYON REGIONAL WATER AUTHORITY.

## **9. Utility Savings Verification**

Changes to the estimated utility savings can occur as a result of installation of additional mechanical, natural gas, and lighting equipment, expansion of operating schedule, and weather fluctuations. Explain how you will account for this and include an actual Utility Audit Report, Measurement and Verification Plan, and Periodic Utility Savings Report that your firm developed for a facility of similar size and scope.

Describe the methodology for calculating baseline utility consumption for a similar facility. If proprietary software is used, provide a copy of the manual.

Describe how your firm treats actual savings that exceed the guaranteed savings amount.

## **10. Operational Savings Verification**

If operational (non-utility) savings are to be incorporated within the proposed project, address the following questions:

Do you use any of the following types of cost savings to help repay the financing of your project?

- Deferred Maintenance
- Man Power
- Materials
- Administrative Costs
- Scheduled or Unscheduled Equipment Replacement
- Outside Contracts
- Parts

- Equipment Repairs
- Other

Explain how these savings are calculated. Any savings used to calculate the payback must be guaranteed. Explain how you monitor and verify that operational savings have been realized. In the event that operational savings are not realized, what actions would be taken to rectify the shortcomings?

## **11. Financial Guarantees**

Explain in detail how you will guarantee the savings associated with this project. Discuss the following areas in detail:

- Frequency of reconciliation
- Repayment of missed savings
- Treatment of "Operational" (non utility) savings as they pertain to the guarantee
- Any situations that would void the guarantee
- If measured specific guarantees are or are not used, explain how and to what extent
- If stipulated savings are to be used, explain how and to what extent

## **12. Equipment and Training**

Demonstrate expertise in building operations and maintenance training in terms of successfully completed projects. Specifically discuss the following areas:

- Types of training
- Location of training
- Frequency of training
- Training provided by your personnel
- Training provided by others

### **13. Project Leverage**

Financing capability will be evaluated. The ESCO will provide information that documents sources of proposed financing and specific projects that have used proposed financing sources. ESCOs shall also provide documenting source(s) and levels of financing (e.g., a letter from a financial institution describing a relationship with the ESCO).

The ESCO shall also describe in detail how they intend to secure the annual savings project guarantee. Describe ESCO's approach to obtaining rebates, incentives and grants that may be available to the CANYON REGIONAL WATER AUTHORITY for funding this project. Disclose any relationship, fee, or incentive the ESCO might have or receive related to this financial institution or transaction.

### **14. Corporate Financial Information**

The ESCO will provide audited financial statements including income statements, balance sheets, and statements of changes for the three (3) most recently completed fiscal years. If audited financial statements are not available, provide evidence of the level of third party review of the financial statements.

The ESCO shall provide a letter from its surety company demonstrating the ESCO's capability to provide a payment and performance bond associated with construction projects equal to 100% of the estimated total implementation cost of this project. The letter should also state the bonding capacity of the ESCO.